

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

In Re:)	
Christopher C. Donigian d/b/a)	
Emcon Builders and Sandra Donigian)	
)	
Debtor(s))	Case No. 08-12455-MWV
)	Chapter 13
)	
Lawrence P. Sumski, Chapter 13 Trustee,)	
Plaintiff)	
)	
v.)	
)	Adv. No.: 10-1098-LHK
Christopher C. Donigian d/b/a Emcon Builders)	
Jacob Donigian,)	
Donigian Properties, LLC, a/k/a Donigian Properties))	
Defendant(s))	
)	

DEFENDANT, CHRISTOPHER C. DONIGIAN’S RULE 26 INITIAL DISCLOSURES

NOW COMES the Debtor/Defendant Christopher C. Donigian, d/b/a Emcon Builders, (hereinafter “the Debtor”), by his attorneys, Victor W. Dahar, P.A., and make the following initial disclosures pursuant to FRCP 26(a)(1) based on the information reasonably available to them at this time. Debtor reserves the right to supplement these disclosures as new information is made available to him.

A. INDIVIDUALS LIKELY TO HAVE EDISCOVERABLE INFORMATION THAT DEBTOR MAY USE TO SUPPORT HIS CLAIMS OR DEFENSES (UNLESS USED SOLELY FOR IMPEACHMENT).

Debtor has identified to date the following individuals who are likely to have or may have discoverable information that Debtor may use to support his claims or defenses:

1. Christopher Donigian, Debtor
200 Chester Road
Fremont, NH 03044
2. Carl Rich, Notary Public
Fremont, New Hampshire
3. Ted Adams, Builder
Derry, NH
4. John Woods, Builder
Windham, NH
5. Russell Downing, Builder of lot in question
Barnstead, NH

The above individuals are likely to have knowledge regarding the facts and circumstances surrounding the circumstances of this case.

B. DOCUMENTS OR THINGS IN THE POSSESSION OF DEBTOR THAT MAY BE USED TO SUPPORT HIS CLAIMS OR DEFENSES.

Debtor has identified to date the following categories of documents, data compilations and tangible things in his possession, custody or control that may be used to support its claims or defenses:

- (a) Bank Statements of the Debtor.
- (b) Copies of the following Deeds:
 1. Wes Lock Road, Barnstead, New Hampshire: Warranty Deed from Jacob A. Donigian and Janice A. Donigian to Christopher C. Donigian, dated April 26, 2004 and recorded in Belknap County Registry of Deeds in Book 2031, Page 0027.
 2. Wes Lock Road, Barnstead, New Hampshire: Warranty Deed from Christopher C. Donigian to Jacob A. Donigian, dated May 15, 2006 and recorded in Belknap County Registry of Deeds in Book 2510, Page 0112.
 3. 32 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from

- Donigian Properties, a/k/a Donigian Properties to Christopher C. Donigian, dated October 20, 2006 and recorded in Merrimack County Registry of Deeds in Book 2937, Page 1172.
4. 32 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from Christopher C. Donigian to Brian Pampel and Melanie Pampel, dated November 30, 2006 and recorded in Merrimack County Registry of Deeds in Book 2949, Page 1325.
 5. 39 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from Donigian Properties, LLC a/k/a Donigian Properties, dated June 25, 2007 and recorded in Merrimack County Registry of Deeds in Book 3015, Page 381.
 6. 39 Chestnut Drive, Allenstown, New Hampshire: Corrective Deed from Donigian Properties, LLC a/k/a Donigian Properties, dated June 25, 2007 and recorded in Merrimack County Registry of Deeds in Book 3017, Page 1228.
 7. 39 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from Christopher C. Donigian to Kevin M. Lussier and Nicole R. Boucher, dated September 5, 2007 and recorded in Merrimack County Registry of Deeds in Book 3016, Page 1513.
- (c) Copy of 2006 Tax Return.
 - (d) Copy of 2007 Tax Return.
 - (e) Copy of 2007 Profit and Loss for Christopher Donigian.
 - (f) Copy of 2007 Profit and Loss for Sandra Donigian.
 - (g) Copy of 2007 Self Employment Tax for Christopher Donigian.
 - (h) Copy of Mortgage Deed for Lot #16 Wes Lock Road, Barnstead, NH.
 - (i) Copy of Promissory Note for Lot #16 Wes Lock Road, Barnstead, NH.
 - (j) Copy of Warranty Deed for Hemlock Knoll in Chester, NH.
 - (k) Copy of closing costs for 32 Chestnut Drive, Allenstown, NH.
 - (l) Copy Settlement Statement for 32 Chestnut Drive, Allenstown, NH.
 - (m) Copy of Warranty Deed for Lot 31 Chestnut Drive, Allenstown, NH.
 - (n) Copy of Real Estate Transfer Tax Declaration for 32 Chestnut Drive, Allenstown, NH.

- (o) Copy Department of Revenue Administration Inventory of Property Transfer for Routes 111A and 107, Fremont NH, with Instruction Sheet.
- (p) Copy of Warranty Deed for Lot 12, Chestnut Drive, Allenstown, NH.
- (q) Copy of Settlement Statement for 106 Danville Road, Fremont, NH.
- (r) Settlement Statement for 58 Danville Road, Fremont, NH.
- (s) Copy of Debtors' Bankruptcy Schedules and amendments thereto.
- (t) All documents provided to the Office of the US Trustee.
- (u) Transcript from the Debtors' 341 meetings, October, 2008 and January, 2009 and

from the October, 2009 Chapter 13 341 Meeting.

These documents are located at the office of the Debtor's counsel and/or in the possession of the Debtor.

C. COMPUTATION OF DAMAGES.

The Debtors have affirmatively cooperated with the Trustee in Bankruptcy with regard to any and all requests for information regarding Debtor's schedules. The Debtor filed an Amendment of his schedules in good faith in an attempt to clarify his bankruptcy filing. The Debtors has attended two (2) section 341 meetings with the Chapter 7 Trustee one (1) section 341 Meeting with the Chapter 13 Trustee and the office of the US Trustee and responded to all of the questions. The Debtor provided all of the documents requested by the Chapter 7 Trustee and the Office of the US Trustee. Nothing that the Debtor has done in filing his bankruptcy has been with the intent to provide false information and false statements. The Debtor's actions in fully cooperating with the Trustee in Bankruptcy and the Office of the US Trustee evidence the Debtor's good faith in filing bankruptcy and a lack of intent necessary for Plaintiff's adversary to

survive a motion to dismiss or a motion for summary judgment. The existence of mistakes or inaccuracy does not support the findings of intent necessary for Plaintiff to succeed on the merits of this claim for denial of discharge in bankruptcy. Any transfers made by Debtor was made in the ordinary course of business or financial affairs of the Debtor/Defendant. There is no basis for avoiding transfers of the Debtors in bankruptcy. The actions of the Debtor Christopher C. Donigan d/b/a Emcon Builders does not satisfy the elements of 11 U.S.C. §§105, 502, 542, 544, 547, 548 and 550 and Bankruptcy Rule 7001 et. seq., to avoid certain transfers made by the Debtor to his father, Jacob A. Donigian and his father's company, Donigian Properties, LLC a/k/a Donigian Properties.

D. INSURANCE AGREEMENTS.

Not applicable.

Respectfully submitted,
Christopher C. Donigian d/b/a Emcon
Builders
Chapter 13 Debtor,
By his Attorneys,

VICTOR W. DAHAR, P.A.

Dated: January 4, 2011

By: /s/Eleanor Wm. Dahar

Eleanor Wm. Dahar
20 Merrimack Street
Manchester, NH 03101
(603) 622-6595
BNH # 01784

CERTIFICATE OF SERVICE

I, Eleanor Wm. Dahar, hereby certify that a copy of the Defendants' Rule 26 Initial Disclosures has this 4th day of January, 2011, via first class mail or via electronic mail to the following parties:

James S. Lamontagne, Esq.
Attorney for for Chapter 13 Trustee
Sheehan, Phinney, Bass & Green
P.O. Box 3701
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Keri J. Marshall, Esq.
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Office of the US Trustee
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Manchester, NH 03101

/s/Eleanor Wm. Dahar
Eleanor Wm. Dahar